



REGULAR MEETING

October 03, 2022
10:00 AM

Albany-Dougherty Government Center
222 Pine Ave, Room 100, Albany, GA 31701

AGENDA

To comply with the request set forth by the Chairman of Dougherty County, GA and the guidelines of the Center for Disease Control (CDC) regarding the Coronavirus (COVID19) pandemic and social distancing, face coverings (masks) are optional for all meeting participants.

The public will also have access to the live meeting by accessing the Dougherty County Georgia Government Facebook page at facebook.com/Dougherty.ga.us or viewing the public government access channel (Channel 16).

1. Call the meeting to order by Chairman Christopher Cohilas.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Minutes.
 - a. Consider for action the Minutes of the August 29th Special Called Meeting and September 12th Regular Meeting. **ACTION:**
6. Delegations *(The Commission will hear comments on those items pertaining to Dougherty County for which a public hearing has not been held or scheduled. Please be brief, to the point, and considerate of time for others).*
7. Zoning- Public Hearing. ***(Those wishing to speak on these matters should print their name on the Sign Up Sheet in the rear of the Chamber prior to the start of the meeting).***
 - a. Recommendation to accept the proposed Dougherty County Wind Energy Conversion Systems (WECS) Ordinance. The Albany-Dougherty Planning Commission recommended approval. Planning and Development Services Director Paul Forgey will address.

8. Purchases.
 - a. Consider for action the acceptance of the bid for Preventive Filter Maintenance for Facilities Management from the sole bidder meeting specifications, RHC Heating and Cooling (Albany, GA) in the amount of \$85,324.05. Funding is available in the General Fund. **ACTION:**

9. Board Appointments.
 - a. Consider for action the proposed Board Appointments. ***Appointments are made by nominations.***

Air Conditioning, Heating, & Ventilation Board – One (1) County appointment with a one-year unexpired term ending December 31, 2022. One new applicant: Quianna Lavant. All joint appointments must be ratified by the City of Albany. **ACTION:**

Economic Development Commission – One (1) appointment with a two-year unexpired term ending December 31, 2022. Three new applicants: Will Davis, Lawrence Knighton and Quianna Lavant. **ACTION:**

Historic Preservation Commission – Three (3) appointments with a two-year unexpired term ending December 31, 2022. Two new applicants: Quianna Lavant and Kenny Loudenbarger. **ACTION:**

Library Board – Two (2) appointments: one (1) with a three-year unexpired term ending December 31, 2022 and one (1) with a three-year unexpired term ending December 31, 2023. Two new applicants: Will Davis and Charlotte Ledford. **ACTION:**

10. Additional Business.
 - a. Consider for action the Resolution providing for the authorization to execute the Agreement Governing Expenditures for State and Local Government Costs with the Georgia Department of Natural Resources Environmental Protections Division (EPD). Action is required to receive reimbursement funds from the Hazardous Waste Trust Fund in the amount of \$111,280.91. Assistant County Administrator Scott Addison will address. Solid Waste Director Campbell Smith is present. **ACTION:**
 - b. Consider for action the Resolution providing for the acceptance of the proposed Dougherty County Wind Energy Conversion Systems (WECS) Ordinance. The Albany-Dougherty Planning Commission recommended approval. **ACTION:**

11. Updates from the County Administrator.

12. Updates from the County Attorney.

13. Updates from the County Commission.

14. Adjourn.

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 229-431-2121 promptly to allow the County to make reasonable accommodations for those persons.

DOUGHERTY COUNTY COMMISSION
SPECIAL CALLED MEETING MINUTES

DRAFT

August 29, 2022

The Dougherty County Commission met for a Special Called Meeting in Room 100 of the Albany-Dougherty Government Center on August 29, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 am. Present were Commissioners Victor Edwards, Gloria Gaines, Russell Gray, Clinton Johnson and Anthony Jones. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Alex Shalishali, County Clerk Jawahn Ware and other staff. Commissioner Ed Newsome participated via live stream. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel.

The Chairman called for approval of the August 1st Regular Meeting, August 5th Special Called Meeting, August 8th Work Session and August 8th Special Called Meeting.

Commissioner Jones moved for approval. Commissioner Edwards seconded the motion. Under discussion, the unanimous approval was provided noting a change to the August 8, 2022 Special Called Meeting notifying a percentage of the SPLOST distribution instead of a dollar amount.

The Chairman opened the Public Hearing for a proposed tax increase to 19.069 mills for the County-Wide General Fund. The millage rate of 9.173 will remain the same for the Special Services District. William Wright, the representative for AFRAM Tech, Inc. spoke in opposition of the millage rate and provided concerns regarding the Commissioner's spending habits, use of other funds and the loss of population. Due to limited time, he said that he will come back to present additional information. Citizen Maggie Taylor opposed the millage rate and asked the Commission to consider families with one income and suggested this is not the best time to increase. Citizen Donna Bussey was a new citizen to the area and inquired about other alternatives that were considered prior to seeking an increase. Citizen Robert Lewis opposed the increase and suggested that a citizen oversight committee be utilized to review the government structures. He also shared that this action is considered to be a crisis management and negatively impacts senior citizens and suggested citizen buy-in. Commissioner Gray shared that the government budgets are available online. Commissioner Edwards asked if there can be a discussion on the next Work Session regarding an oversight committee. Chairman Cohilas shared that he will work with Mr. McCoy on the discussion of the suggestion. Commissioner Edwards also answered some of the salary concerns of the Commission for Ms. Bussey. There being no other individuals present in support of or opposition to the proposed tax public hearing, the Chairman closed the Public Hearing.

The Chairman called a recess from 10:25 a.m.-10:36 a.m. to accommodate the arrival of Judge Lockette.

The Chairman recognized Judge Willie Lockette to thank the Commission for support of a Superior Court Judgeship for the Dougherty Judicial Circuit and to address concerns. He shared that Dougherty County ranked number one in the state for needing an additional judgeship and he provided other statistics. He also shared that there will be operational costs to the County for an additional Judge in the amount of \$200,000. However, this offsets the cost plus more than having an inmate sit in jail awaiting processing. This will be cost-shifting from pretrial detention. He confirmed that we are losing population, but the number of violent crimes continues to increase. Chairman Cohilas asked that the Judge speak on the caseloads, staff vacancies, and potential positive impact of the pay study. Judge Lockette said that we have come to the reality that we have a district disadvantage on compensation and must look at a way to incentivize individuals because the pay is being doubled in other areas. Chairman Cohilas shared additional concerns and said that proactive ideas are being considered. Judge Lockette asked the Board to contact our Legislation because the Governor will have to sign granting final approval.

The Chairman recognized representatives from Sea Breeze Albany, LLC to provide an update and plans for 600 Holly Drive (formerly known as Paradise Village). Mr. Pat McKee shared information about a free application called “Tornadoe Free” that alerts you when you are in the path of a tornado. He also shared that his property name is changing and Pierce Point plans to change the polarity from low-income housing to moderate-income manufactured affordable housing. He shared pictures of the other complexes they own. He said that he plans to have 200 homes completed by the summer of 2023. Chris Brazell spoke on the infrastructure concerns.

The Chairman recognized Tammi Starkey, Senior Vice President, NFP Corporate Services to update the Commission on the 2023 Plan Benefit Renewals. Ms. Starkey said that the plan was doing tremendously well. Our claims for Covid expenses have reduced and are currently at \$800,000 whereas the previous year was over \$2 million. FY23 has a budget increase of \$343,000 which is 5.1%. There are no changes to the plan except to add a buy-up plan option for vision and increase the LTD max benefits to \$10,000. She also discussed that a new vendor for the clinic will be in place January 2023.

The Chairman recognized Jana Dyke, President & CEO Albany-Dougherty Economic Development Commission, to update the Commission with the quarterly report. Ms. Dyke provided an overview of the strategic plan that they started in 2019. She is striving to be proactive instead of reactive in business development. She mentioned that Chris Hatcher is the Chair for the EDC and said that she will be taking resumes for a business development position. She addressed questions of Commissioner Gaines to positively impact our tax digest.

The Chairman recognized William Wright, a representative for AFRAM Tech, Inc. to continue his update to the Commission on the Federal Reserve Bank Loan, Mainstreet Lending Program and Entrepreneur Academy. Mr. Wright suggested that the area become a destination area. He also reviewed the information presented previously on the Main Street New Loan Facility.

The Chairman called for consideration of the resolution authorizing the execution of the amended Intergovernmental Agreement with the City of Albany for the 2022 Byrne Justice Assistance Grant (JAG) Program in the amount of \$21,347.20. The Agreement stipulates that the County will receive 20% of the total award (\$106,737). The grant award increased after the Commission's approval in the July 18, 2022 Regular Meeting. County Administrator Michael McCoy addressed. Mr. McCoy shared that the grant increased by \$737 for the county.

Commissioner Jones moved for approval. Upon a second by Commissioner Johnson, the motion passed unanimously. Resolution 22-039 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE ACCEPTANCE AND
EXECUTION OF AN AMENDED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF ALBANY AND DOUGHERTY
COUNTY RELATIVE TO A 2022 BYRNE JUSTICE ASSISTANCE (JAG)
PROGRAM AWARD; REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

The Chairman called for consideration of the resolution declaring the listed vehicles and equipment as surplus and authorizing the disposal of or sale of same via an online auction. Assistant County Administrator Scott Addison was present.

Commissioner Gray moved for approval. Upon a second by Commissioner Johnson, the motion passed unanimously. Resolution 22-040 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION DECLARING AS SURPLUS THE ATTACHED VEHICLES;
PROVIDING THE DISPOSAL OF OR SALE OF SAME VIA AN ONLINE
AUCTION; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR
OTHER PURPOSES.

The Chairman called for consideration of the resolution providing for the approval of the 2022 Millage Rates for the County-Wide General Fund, Special Services District Fund, Dougherty County School System and State of Georgia.

Commissioner Gray moved for approval. Commissioner Jones seconded the motion. The motion passed with four ayes and three nays by Commissioner Edwards, Commissioner Johnson, and Commissioner Gaines. Resolution 22-041 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION ASSESSING THE RATE OF TAXATION FOR
COUNTY PURPOSES ON ALL TAXABLE PROPERTY IN
DOUGHERTY COUNTY, GEORGIA AND ON ALL TAXABLE
PROPERTY IN THE SPECIAL SERVICES DISTRICT OF DOUGHERTY
COUNTY, GEORGIA FOR 2022; REPEALING PRIOR RESOLUTIONS
OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND FOR
OTHER PURPOSES.

Mr. McCoy reminded the Board that in observance of the Labor Day Holiday, there will be no meeting on Monday, September 5, 2022. The next meeting will be a Work Session on Monday, September 12, 2022.

Commissioner Edwards shared a concern about employees not having a recourse (appeal) in reference to the pay study concerns. Mr. McCoy shared that the appeal time had ended. Commissioner Edwards said that it needed to be a “sweet spot” because there is a disparity between employees with longevity and new employees. Mr. McCoy shared that a contractor was hired to manage the process and Chairman Cohilas requested that employees with concerns contact Mr. McCoy. Commissioner Jones stated his concern regarding the millage rates. He said that we knew about this needed increase in 2017 but we did not communicate well with the citizens. He also expressed the importance of this and how Dougherty County has been good steward, noting we are one of the few areas to remain debt free. He added that we all are caught in the worldwide inflation bubble.

After comments, Commissioner Edwards said that he is now in favor of the millage rate increase. However, Chairman Cohilas shared that the vote is closed but he appreciated the sentiments. Commissioner Gaines wanted options for an ordinance on how to address debris left from homes (alluding to evictions). She wanted steps on a briefing referencing the property for options. Chairman Cohilas also directed Attorney Shalishali to look at an ordinance. Commissioner Gaines said the Board should address what was done to mitigate increasing the millage rate. She also said that she was not sure why Pay Study B was implemented in which she is not criticizing the Board or staff, but she feels that she did not do enough. Commissioner Johnson spoke about the vote for the millage rate and expressed his concerns about the distribution and media release of the transition guide (for the new

Chairman). Commissioner Gray stated that he appreciated the evolution of the resource guide that was given to the Commission (by Mrs. Ware) and it is still evolving to help people coming on board. He added that he understood that the Board had to make a hard decision [pertaining to the millage rate]. A very lengthy conversation ensued about moving forward. Chairman Cohilas gave pointed comments regarding the millage rate and concerns regarding disparity.

There being no further business to come before the Commission, the meeting adjourned at 1:20 p.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

DOUGHERTY COUNTY COMMISSION

DRAFT

REGULAR MEETING MINUTES

September 12, 2022

The Dougherty County Commission met in Room 100 of the Albany-Dougherty Government Center on September 12, 2022. Chairman Christopher Cohilas presided and called the meeting to order at 10:00 a.m. Present were Commissioners Victor Edwards, Russell Gray, Clinton Johnson, Anthony Jones, and Ed Newsome. Also present were County Administrator Michael McCoy, Assistant County Administrator Scott Addison, County Attorney Alex Shalishali, Deputy County Clerk Bristeria Hope, and other staff. The public and representatives of the media participated in person and via live streaming of the meeting on the County's Facebook page and the government public access channel. Commissioner Gloria Gaines was absent.

After the invocation and Pledge of Allegiance, the Chairman called for approval of the minutes of the August 9th Special Called Meeting, August 15th Regular Meeting and August 15th Public Hearing.

Commissioner Jones moved for approval. Upon a second by Commissioner Edwards, the minutes were unanimously approved.

The Chairman recognized representatives from ASPIRE Behavioral Health and Developmental Disability Services to receive the proclamation recognizing September as Recovery Month and recognize Daniel Fleuren and Marlisa Nixon as the 2022 GA Recovers Billboard Ambassadors. Mr. Fleuren said that he was a recovering addict and he appreciated the Board for their support with ASPIRE. It was mentioned that an event will take place on September 24th titled "Recovery in the Streets" at 117 Pine Avenue where family and friends can come out and enjoy the festivities. Mrs. Nixon expressed her gratitude as well. The proclamation read as follows:

RECOVERY MONTH 2022 PROCLAMATION

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, recovery from alcohol and other drug use occurs every day through a variety of recovery support resources and treatment programs; and

WHEREAS, prevention of mental and substance use disorders works, treatment is effective, and people recover across Georgia and around the nation; and

WHEREAS, millions of people across the United States are in long-term recovery living happy, healthy, and productive lives; and

WHEREAS, the 2022 Recovery Month theme, “Recovery is For Everyone: Every Person, Every Family, Every Community,” reminds people in recovery and those who support them that no one is alone in the journey through recovery. Everyone’s journey is different, but we are all in this together, and

WHEREAS, education about recovery and addiction is essential to combating the stigma and discrimination faced by people in recovery is needed by all Georgians including public health and safety officials, the workforce, older adults, and families; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, Alcohol and Drug Abuse Certification Board of Georgia, the Association of Community Service Boards, the Department of Behavioral Health and Developmental Disabilities, the Georgia Addiction Counselors Association, the Georgia Association of Recovery Residencies, and the Georgia Council on Substance Abuse, invite all residents of the State of Georgia to participate in National Recovery Month;

NOW, THEREFORE, I, Christopher S. Cohilas, Chairman of the Dougherty County Commission, by virtue of the authority vested in me by the laws of Dougherty County, GA, do hereby proclaim the month of September 2022 as “RECOVERY MONTH” in Dougherty County, GA. I further call upon our citizens, government agencies, public and private institutions, businesses and schools of Dougherty County, GA to commit to increasing awareness and understanding, fighting stigma and discrimination and promoting the observation of this month with appropriate programs, activities, and ceremonies to support this year’s Recovery Month theme, Recovery is For Everyone: Every Person, Every Family, Every Community”.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Dougherty County, GA to be affixed on this 12th day of September, in the year of our Lord two thousand twenty-two.

BOARD OF COMMISSIONERS
DOUGHERTY COUNTY, GEORGIA

Christopher S. Cohilas, Chairman

The Chairman recognized Citizen Gloria Baker to accept the proclamation recognizing September as Alopecia Awareness Month. Ms. Baker thanked the Board for the proclamation. The proclamation read as follows:

ALOPECIA AWARENESS MONTH

WHEREAS, alopecia is an auto-immune condition for which there is no cure that causes cells to attack hair follicles that thereby cause hair loss and affects approximately two percent of the population of all races and ages, but most commonly affects children and young adults;

WHEREAS, a significant number of citizens of Dougherty County currently suffer from alopecia and have formed a support group to share their experiences and provide resources to one another; and

WHEREAS, Dougherty County citizen, Gloria Baker, who has been battling alopecia since 2003, and is a member of a support group that assists women and children in the Dougherty County suffering from alopecia, requested that the Board of Commissioners of Dougherty County, Georgia declare the month of September Alopecia Awareness Month;

WHEREAS Dougherty County, Georgia is desirous of declaring the month of September Alopecia Awareness Month;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby proclaimed by Authority of same that September shall be recognized as Alopecia Awareness Month.

This the 12th day of September 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
CHRISTOPHER S. COHILAS, Chairman
Dougherty County Commission

The Chairman recognized Kirby Glaze, President, Community Development Partners to provide an update on a potential public/private partnership to redevelop county-owned property (approximately 17 acres) located at 1500 N. Jefferson Street. Mr. Glaze provided an update to the Board and said that he had a conversation with the developer that has done residential development for the site. He shared other resources and information pertaining to private-public partnership management and outlined the process needed for the county to proceed. Mr. Glaze addressed Commissioner Jones' questions about the market study. Chairman Cohilas recommended scheduling a phone conference with Jana Dyke and Commissioner Johnson,

representing the Economic Development Commission. Afterwards, he will meet with Mr. McCoy to determine how to best proceed with the next steps for redevelopment.

The Chairman recognized William Wright, the representative for AFRAM Tech, Inc. to provide his concerns on the utilization of the 17 acres on Jefferson Street.

The Chairman called for consideration of the resolution providing for the amendment of the employment agreement between Dougherty County, GA and Dougherty County Police Chief Kenneth Johnson. County Administrator Michael McCoy addressed. Mr. McCoy recommended approval for the new salary for the Police Chief as a result of the pay study. The pay study revealed that the Assistant Chief will be making more money than the Chief if his salary was not increased.

Commissioner Jones moved for approval. Upon a second by Commissioner Gray, the motion for approval passed unanimously. Resolution 22-042 is entitled:

A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE AMENDMENT OF THE EMPLOYMENT
AGREEMENT BY AND BETWEEN THE BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA AND KENNETH JOHNSON; REPEALING
RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.

Commissioner Johnson wanted to send prayers to the family of Johnny Williams “Rabbit Man” who had passed away. He said that there will be an expansion of behavioral crisis centers and co-responders across the state and added that billing for EMS will be changed and will not be set to start until the 11th mile of driving. He addressed Mr. Wright's information by saying that most of the information was incorrect and later requested a moment of silence for Queen Elizabeth’s death. He asked for information to understand the City of Albany’s IGA [Intergovernmental Agreement] discussed in a previous Recreation Committee Meeting. Commissioner Johnson said that he would like to have a Recreation Committee Meeting with the City of Albany’s Director of Recreation and Parks Steven Belk. Mr. McCoy shared that the staff has recommendations for changing the parking policy. Commissioner Edwards asked for the Horace King display to be refurbished. Public Information Officer Wendy Howell said that the redesign is currently in process. Commissioner Gray asked what could be done to facilitate a public-private partnership and he would love to have a discussion on this option. Commissioner Johnson asked if Phoebe Putney Memorial Hospital President and CEO Scott Steiner would be present to provide additional insight on the discussion of current matters. Chairman Cohilas said that Dougherty County needs to consider the level of involvement with the Marine Base Logistics and how they are a vital component of our economic impact.

There being no further business to come before the Commission, the meeting adjourned at 11:15 a.m.

CHAIRMAN

ATTEST:

COUNTY CLERK

**A RESOLUTION
ENTITLED
A RESOLUTION PROVIDING FOR THE AMENDMENT TO THE CODE OF
ORDINANCES OF DOUGHERTY COUNTY, GEORGIA TO ADD ORDINANCE
SETTING FORTH REGULATIONS FOR APPROVAL, SITING, DESIGN,
INSTALLATION AND OPERATION OF WIND ENERGY CONVERSION SYSTEMS
AND TESTING FACILITIES AS LAND USE IN DOUGHERTY COUNTY AND TO
PROTECT THE GENERAL PUBLIC HEALTH, SAFETY, AND WELFARE IN THE
DEVELOPMENT, IMPLEMENTATION AND OPERATION OF LAND USE IN THE
DOUGHERTY COUNTY, REPEALING RESOLUTIONS OR PARTS OF
RESOLUTIONS IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES.**

WHEREAS, the Board of Commissioners of Dougherty County, Georgia ordered by resolution the adoption of the Code of Ordinances of Dougherty County, Georgia on September 8, 1993, which has since remained codified and in effect;

WHEREAS, due to inquiries from potential investors about the possible construction and operation of Wind Energy Conservation Systems, Planning and Development Services has identified a need to establish regulations for approval, siting, design, installation and operation of wind energy conversion systems and testing facilities as a land use in Dougherty County and to protect the general public health, safety, and welfare in the development, implementation and operation of the land use in Dougherty County;

WHEREAS, the Board of Commissioners of Dougherty County, Georgia is hereby desirous of establishing regulations governing approval, siting, design, installation and operation of wind energy conversion systems and testing facilities as a land use in Dougherty County and to protect the general public health, safety, and welfare in the development, implementation and operation of the land use in Dougherty County.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I That Section 2-18 of the Code of Ordinances, Dougherty County, Georgia, is hereby amended to add Section 2-18-6, which shall be titled “Wind Energy Conservation Systems Regulations,” to be read as set out in full as attached hereto, is hereby approved.

SECTION II All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 3rd day of October, 2022.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY: _____
Christopher S. Cohilas, Chairman

ATTEST:

County Clerk

Proposed Provision to Code of Ordinances of Dougherty County, Georgia to be added as Section 2-18-6 and titled “Wind Energy Conversion Systems Regulations”

1. Purpose

A. The provisions herein are set forth to establish regulations for the siting, design, installation and operation of wind energy conversion systems (WECS) and testing facilities as a land use in Dougherty County (“County”) and to protect the general public health, safety, and welfare in the development, implementation and operation of the land use in the County.

2. Definitions

A. Abandoned shall mean any WECS or WECS Testing Facility that is not operated or is found to be inoperable due to lack of repair, sustained damage or other cause for a continuous period of ninety (90) days.

B. Ambient Sound Level shall mean the decibel measurement or dB(A) of background sound pressure level exceeded 90% of the time or L90(t) at a given location prior to the installation of a WECS.

C. Decibel shall mean the unit of measurement used to express magnitude of sound pressure and sound intensity.

D. dB(A) shall mean the sound pressure level in decibels in the “A” weighted scale defined by ANSI. A method for weighting the frequency spectrum to mimic the human ear.

E. Height is defined as the vertical distance measured from the ground level at the base of the tower to the uppermost vertical extension of any blade, or the maximum height reached by any part of the WECS, whichever is greater.

F. Hub Height shall mean the vertical distance measured from ground level to the center of the turbine hub.

G. Lmax shall mean the maximum sound level at an instant in time.

H. L90(s) is a statistical descriptor of the sound level exceeded 90% of the time of measurement period (t). This is considered to represent background noise without the source in question.

I. Manual and Automatic Controls are mechanical measures to limit rotation of WECS blades so as not to exceed the designed limits of the conversion system.

J. Professional Engineer shall mean an engineer licensed in the State of Georgia, knowledgeable in all aspects of operation/ maintenance of wind turbines, and acceptable to the Dougherty County Planning Commission.

K. Participating and Non-Participating Parcels:

1. Participating Parcel shall mean a parcel of record that is to be used, occupied, maintained, let, leased or authorized to be used for any purposes of developing a WECS, including construction of improvements, providing access to improvements, or to meet requirements and regulations set forth herein.

2. Non-Participating Parcel shall mean a parcel of record that is not a Participating Parcel.

L. Shadow Flicker shall mean the alternating changes in light intensity caused by the moving blade of a WECS casting shadows on the ground and/or structures.

M. Sound Pressure shall mean the average rate at which sound energy is transmitted through a unit area in a specified direction. The pressure of the sound measured at a receiver.

N. Sound Pressure Level shall mean the sound pressure mapped to a logarithmic scale and reported in decibels.

O. Wind Energy Conversion System ("WECS") shall mean any structural device (such as a wind generator, windmill, or wind turbine) that measures and/or converts wind into electricity through the use of specialized equipment, and includes both (1.) horizontal axis wind energy system design in which the shaft is parallel to the ground and the blades are perpendicular to the ground; and (2.) vertical axis wind energy system design where the rotating shaft is perpendicular to the ground and the cups or blades rotate parallel to the ground. Also included in the definition are the associated improvements for the transmission of electrical energy to the electrical utility grid. Forms of WECS include:

1. Agricultural WECS shall mean any WECS that is accessory to a permitted farm or agricultural operation and is designed and built to directly and immediately serve the needs of the farm or agricultural operation.

2. Private WECS shall mean any WECS that is accessory to a principal non-agricultural use located on the same lot and is designed and built to serve the principal use. Excess electricity generation may be sold to a utility but shall not exceed fifty (50) percent of the principal use's monthly electricity use or such WECS shall be considered a Commercial WECS.

3. Commercial WECS shall mean any WECS and associated accessory structures that are designed and built to primarily provide electricity to the electric utility's power grid. The Commercial WECS is a principal use of property and may occupy the same property as another principal use.

4. Commercial WECS Farm shall mean an electricity generating operation consisting of two or more Commercial WECS under common ownership, control, or operation, and includes substations, testing facilities, transmission lines and other buildings accessory

to such operation, whose main purpose is to supply electricity to the energy grid and off-site customers or consumers.

P. WECS Testing Facility shall mean the structure and equipment erected and used to determine the potential for the placement of one or more WECS improvements and contains instrumentation, such as anemometers or other meteorological devices, designed to provide wind speeds and other data.

3. Application Requirements

A. In addition to any previously described information, permit applications for a Commercial WECS or Commercial WECS Farm shall including the following information:

1. A narrative overview describing the project;
2. The proposed total rated capacity of the WECS;
3. The specific number, representative types and height or range of heights of wind turbines to be constructed; including their rated capacity, dimensions and respective manufacturers and a description of ancillary facilities;
4. Map of the properties on which the proposed WECS will be located;
5. A site plan showing the planned location of all wind turbines, property lines, setback lines, access roads and turnout locations, substation(s), electrical cabling from the WECS to the substation(s), ancillary equipment, building(s), transmission and distribution lines. The site plan must also include the location of all structures and property lines, demonstrating compliance with all applicable setbacks;
6. Any other Environmental Assessment required by state or federal agencies;
7. Description and documentation of agreements between participating landowner(s) and the applicant; and
8. Signature of the applicant.

B. Throughout the permit process, the applicant shall promptly notify Dougherty County of any proposed changes to the information contained in the permit application that would materially alter the impact of the project.

C. Changes to the approved application that do not materially alter the initial site plan may be administratively approved by the Albany Dougherty Planning Department.

4. Approval Required

A. It shall be unlawful to construct, erect, install, use, or locate any WECS within the jurisdiction of Dougherty County without receiving Special Approval from the Dougherty County Commission pursuant to this Ordinance.

B. Agricultural WECS that are accessory to established farm and agricultural operations are permitted by right and shall be exempt from the general standards, provisions and requirements of this section except setback requirements. Agricultural WECS projects shall otherwise conform to the regulations of the zoning district for an agricultural accessory structure, including maximum height. Such compliance shall be verified upon application.

C. Private WECS are permitted by right and are subject to administrative site plan review and approval to determine compliance with the general standards, provisions and requirements of this Ordinance.

D. Commercial WECS are permitted by Special Approval of the Dougherty County Commission in the following districts: AG, M-1, M-2.

E. Temporary WECS Testing Facilities are permitted by Administrative Approval and require a detailed site plan and written plan describing the duration of the testing. These shall be considered temporary improvements and shall be limited in duration to no more than two (2) years from the date of Administrative Approval. Continuation of operation beyond two (2) years shall require the Special Approval of the Dougherty County Commission.

1. If multiple WECS are proposed as a coordinated development or as a Commercial WECS Farm and it is necessary that a WECS Testing Facility be erected to monitor meteorological conditions for the life of a Commercial WECS project, such WECS Testing Facility shall be included as part of the Special Approval process for the Commercial WECS Farm.

2. The applicant shall provide general information regarding the extent of the area under study that will be served by the test results from a WECS Testing Facility. An application for special use permit and final site plan shall contain information required pursuant to Article 12 for special use permit approval, Article 14 for final site plan approval, and other information as required in this section and in this Ordinance.

5. General Standards. The following requirements and standards shall apply to all WECS Testing Facilities and WECS unless specifically excluded:

A. Sound Levels.

1. An applicant for a Commercial WECS shall provide a study and report declaring the ambient and potential sound created by a Commercial WECS. The study should specifically address sound created by a Commercial WECS at Non-Participating Parcel boundaries and along property lines between Participating and Nonparticipating Parcels. The study and report must be produced with the most current protocol for ANSI S12.9, Part 3, ANSI S12.100 and other applicable ANSI standards and methodology for the measurement of sound to the extent that those standards and methods are applicable to providing accurate and substantive information for review by the Planning Commission. This study and report must be certified by a qualified and certified acoustician and include the following:

- a) A description and map of the existing land uses and structures within one (1) mile of a proposed Commercial WECS. The description and map shall include the location of structures, their use or uses, distances from a source of sound or WECS and ambient decibel readings (including the date and time when measurements are taken) for each identified land use and structure described and mapped.
- b) A description and map of the sound producing features of each Commercial WECS, including the range of decibel levels expected (measured in dB(A)) and the basis for the expectation.
- c) A detailed description of the proposed sound control features for each Commercial WECS, including specific measures to minimize sound to meet requirements herein.

2. An applicant for a private WECS shall provide documentation from the manufacturer in lieu of the above study and report.

3. The sound generated from a Private or Commercial WECS shall not exceed forty-five (45) dB(A) Lmax at any Non-Participating Parcel boundary.

B. Height.

1. Private WECS shall not exceed one hundred (100) feet in height.
2. Commercial WECS and WECS Test Facilities do not have a maximum height.
3. Compliance with FAA regulations shall be verified by the applicant.

C. Setbacks

1. Property Line Setbacks.

- a) WECS Testing Facilities and Commercial WECS shall not be subject to property line setbacks between Participating Parcels.

b) All WECS Testing Facilities shall maintain a setback from Non-Participating Parcel property lines a distance equal to or greater than one hundred twenty (120) percent of its height as measured from the base of the structure to the nearest Non-Participating Parcel property line.

c) All Private and agricultural WECS shall maintain a property line setback from a Non-Participating Parcel property line a distance equal to or greater than one hundred fifty (150) percent of its height as measured from the base of the structure to the nearest Non-Participating Parcel property line.

d) All Commercial WECS shall maintain a setback from a Non-Participating Parcel property line a distance equal to or greater than two hundred fifty (250) percent of its height as measured from the base of the structure to a Non-Participating Parcel property line.

2. Principal and Accessory Structure Setbacks on Participating Parcels.

a) All WECS Testing Facilities and WECS shall maintain a setback of one hundred-ten (110) percent of its height as measured from the base of the structure to the exterior wall of a principal structure on a Participating Parcel that is used for residential, commercial or assembly purposes.

b) For accessory structures, the Planning Commission may, at its discretion, allow a setback that is less than one hundred-ten (110) percent of a WECS Testing Facility or Commercial WECS height as measured from the base of the structure to the exterior wall of accessory structures on a Participating Parcel, depending on the current use of such accessory structures and potential impact on the use of those accessory structures.

3. Public Rights-of-Way. All WECS Testing Facilities and WECS must be setback a distance equal to or greater than one hundred twenty (120) percent of the height of the structure as measured from the base of the structure to a public road or railroad right-of-way. No setback is required from a drainage right-of-way.

4. Existing Utility Lines. All WECS Testing Facilities and WECS must be setback a distance equal to or greater than one hundred (100) percent of the height of the structure as measured from the base of the structure to an existing above-ground public electric power line, telephone line or under-ground gas transmission line, unless said utility owner provides a waiver of such setback. Utility lines implemented as part of the application for a WECS Testing Facility or WECS, or those utility lines installed after the approval of a WECS Testing Facility or WECS, shall be exempt from meeting this requirement.

D. Shadow Flicker.

1. Commercial WECS shall be designed, sited, operated, and equipped with proven technology as to eliminate shadow flicker on any Non-Participating Parcel.
2. Shadow Flicker Impact Analysis. The applicant shall provide a study identifying through modeling the potential impact of shadow flicker that may be caused by a Commercial WECS and the expected durations of the shadow flicker from sunrise to sunset over the course of a calendar year. The area of study for modeling purposes shall be for a distance of no less than twenty (20) times the rotor diameter of each Commercial WECS.
3. Site plans and associated documents and drawings submitted as part of the Special Approval shall identify measures to be taken to meet the requirements herein.

E. Decommissioning. WECS Testing Facilities and Commercial WECS considered under this Section must contain a Decommissioning Plan acceptable to the Planning Commission to ensure that structures and appurtenances are properly decommissioned upon the end of their operational life, cessation of use, or determination that WECS facilities are determined Abandoned.

1. A Decommissioning Plan shall be submitted for review and approval detailing how facilities and improvements will be decommissioned, a Professional Engineer's estimated cost of decommissioning, the financial resources to be used to accomplish decommissioning, and the surety bond holder with which the financial resources shall be deposited for use by the County to implement the Decommissioning Plan upon failure of the owner or operator to implement upon cessation of use or determination of being Abandoned.
2. If it is alleged by the Planning Commission that a Commercial WECS or WECS Testing Facility is Abandoned, written notice shall be provided to the owner or operator of a hearing before the Dougherty County Commission to consider evidence and determine if the WECS or WECS Testing Facility is Abandoned. If a determination is made that WECS facilities are Abandoned, the Dougherty County Commission shall provide the owner and/or operator of such determination and obligations of the owner and/or operator of the standards and conditions of the special use permit regarding a determination of Abandoned facilities.
3. Within ninety (90) days of the above hearing where the Dougherty County Commission has determined that a WECS or WECS Testing Facility is abandoned, the owner or operator shall implement the Decommissioning Plan, and obtain a demolition permit to remove the WECS or WECS Testing Facility.
 - a) Failure to obtain a demolition permit within the time period provided in this subsection shall be grounds for the County to remove the WECS or WECS Testing Facility at the owner's and/or operator's expense.

b) If a WECS or WECS Testing Facility is repaired, a Professional Engineer (hired at the expense of the owner or operator) shall certify the safety of the WECS Testing Facility or WECS prior to the resumption of operation.

4. Decommissioning shall include removal of all equipment associated with the WECS or WECS Testing Facility including all materials above ground and below ground to a depth of four (4) feet below average grade in the immediate surrounding area. The site shall be restored to a condition that reflects the specific character of the site including topography, vegetation, soils, and drainage.

a) Restoration shall include road repair, if any, and all re-grading, soil stabilization, and re-vegetation necessary to return the subject property to a stable condition consistent with conditions existing prior to establishment of the wind energy system. Upon written request by the property owner, access drives and associated drainage improvements, if any, may continue to exist.

b) The restoration process shall comply with all federal state, and county regulations, including but not limited to local erosion control, soil stabilization and/or runoff requirements or ordinances and shall be completed within one (1) year.

c) Extensions may be granted upon request to the Planning Commission prior to the expiration of the one (1) year requirement for decommissioning to be completed.

5. The Decommissioning Plan shall also include an agreement between the owner or operator and the County that includes, but is not limited to, the following conditions:

a) The financial resources for decommissioning shall be in the form of a surety bond or letter of credit with a replenishment obligation and shall be deposited in an escrow account acceptable to Dougherty County.

b) The surety bond for decommissioning shall be one hundred fifty percent (150%) of the estimated removal and restoration cost, with an annual increase by the Consumer Price Index ("CPI"). The Planning Commission may require independent verification of the adequacy of this amount from a Professional Engineer.

c) The Planning Commission shall review the amounts deposited for removal, site restoration, and administration costs annually, to ensure they are adequate for these purposes. The Planning Commission as part of the special use permit may reasonably increase the surety amount of the previous year's total financial resource.

d) Dougherty County shall have access to the escrow account funds for the expressed purpose of completing decommissioning under the Decommissioning Plan. If decommissioning is not completed by the owner or operator within one (1) year upon the termination of the project, determination of a WECS being inoperable or Abandoned as described above, action shall be taken to draw upon the escrow account for administrative fees and costs associated with decommissioning pursuant to the Decommissioning Plan.

e) The County is granted the right of entry onto the site, pursuant to reasonable notice to the property owner, to effect or complete decommissioning pursuant to the Decommissioning Plan.

f) The County is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the County's right to seek reimbursement from the owner or operator for decommissioning costs in excess of the surety bond amount, and to file a lien against any real estate owned by the owner or operator, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien.

F. Enforcement: The enforcement of the Ordinance shall be the responsibility of the Director of Planning and Development Services (Director), or his or her designee, or as otherwise appointed, directed, or hired by the Dougherty Board of Commissioners.

1. An owner or operator, landowner, firm, association, corporation, or representative agent of any WECS Testing Facility or WECS that is found by Dougherty County to be in violation of the special use permit, or to be Abandoned or unsafe as defined in this Ordinance:

a) Shall provide abatement by repair, or removal of the wind energy system upon written notification from the Director (or another County designee).

b) Shall be subject to all enforcement mechanisms available to the County.

c) May be required to reimburse Dougherty County for cost(s) and expenses of obtaining other relief including a temporary or permanent injunction; such reimbursement may include costs and reasonable attorney fees.

2. Annual Inspection. All WECS Testing Facilities and WECS shall be inspected annually by a Professional Engineer to certify that each structure is in good working condition and not a hazard to the public. An annual report shall be submitted to the Director.

3. Should an aggrieved Dougherty County resident allege that a WECS is not in compliance with the requirements of this Ordinance, the procedure shall be as follows:

a) Complaints must be submitted to the Director, or his or her designee, in writing from the affected resident, and include their name, address, contact

information. If the affected resident does not own the property allegedly being subjected to violations of the Ordinance, the name, address and contact information for the owner of that parcel shall be provided.

b) Upon investigation by the Director, or his or her designee, if a complaint is deemed credible, the owner or operator of the WECS Testing Facility or WECS shall be notified in writing. Within fourteen (14) calendar days of the date of notice, the owner(s) and/or operator of the WECS Testing Facility or WECS shall provide a statement of compliance or non-compliance. As part of the Special Approval, an annual escrow account (reviewable on an annual basis) shall be established sufficient to pay for independent investigations conducted by qualified professionals acceptable to the County to determine compliance with the requirements of this Ordinance.

c) If the WECS Testing Facility or WECS is found to be in violation of the Ordinance and/or this Section, the owner or operator shall take immediate action to bring the WECS Testing Facility or WECS into compliance or cease operation of the WECS Testing Facility or WECS until compliance can be maintained. In the event the owner(s) and/or operator fails or refuses to bring the WECS Testing Facility or WECS into compliance within ten (10) days thereafter, the County may seek any relief by law afforded to it.

G. Safety Measures. The following safety measures are to be implemented for Testing facilities and WECS.

1. Controls and Brakes. All Private and Commercial WECS turbines shall be equipped with manual and automatic controls to limit rotation of blades to a speed below the designed limits of the Private or Commercial WECS. A Professional Engineer must certify that the rotor and over-speed control design and fabrication conform to applicable design standards.
2. Building and Trade Codes. All WECS testing facilities and WECS shall meet applicable state and national construction codes (where applicable).
3. Installation Certification. The Professional Engineer shall certify that the construction and installation of the WECS Testing Facility or WECS meets or exceeds the manufacturer's construction and installation standards.
4. Climb Prevention. All WECS Testing Facilities and WECS must be unclimbable by design or protected by anti-climbing devices.
5. Fire Risk. All WECS Testing Facilities and WECS must adhere to all applicable electrical codes and standards, and shall remove fuel sources, such as vegetation, from the immediate vicinity of electrical equipment and connections.

6. Interference. It shall be the responsibility of the applicant to submit acceptable documentation as part of the special use permit application to determine if the improvement would in any way cause interference with microwave transmissions, residential television reception or radio reception and to prevent such interference from occurring. The applicant shall also provide documentation that the location of the WECS Testing Facility and WECS will not interfere with the operation of existing WECS.

7. Waste. All solid wastes, whether generated from supplies, equipment parts, packaging, operation, or maintenance of the WECS Testing Facility and WECS shall be removed from the site immediately and disposed of in an appropriate manner. All hazardous waste generated by the operation and maintenance of the improvement shall be removed from the site immediately and disposed of in a manner consistent with all local, state, and federal rules and regulations.

8. Liability Insurance. The owner(s) or operator(s) of the WECS Testing Facility or WECS shall maintain a current liability insurance policy to cover installation and operation. For a Private WECS accessory to a principal residence, proof of homeowner's insurance with specific coverage for the Private WECS shall satisfy this requirement.

9. The owner or operator shall notify the Director in writing within twenty-four (24) hours of an occurrence of a WECS Testing Facility or WECS collapse, failure, fire, collector or feeder line failure, or injury to person or property caused by the WECS or WECS Testing Facility. See E.3 for notice of repair

H. Additional Considerations.

1. No WECS or WECS Testing Facility shall have advertising or signage of any kind unless required by standards referenced in this Section for purposes of safety or operation.

a) A Commercial WECS or WECS Testing Facility shall not have lighting of any kind unless required by standards referenced in this Section or of the Federal Aviation Administration ("FAA") for purposes of safety or operation. If lighting of a Commercial WECS or WECS Testing Facility is required, lighting shall be controlled by an aircraft detection lighting system which activates or deactivates warning lights depending on the presence of aircraft unless otherwise restricted or prohibited by the FAA.

2. Color and Appearance. Structures and improvements shall be painted a neutral color that is acceptable to Dougherty County or otherwise required by law. The main structure of any WECS shall be of a monopole (tubular) design.

J. Compliance with Federal Rules and Regulations.

1. It shall be the responsibility of the owner(s) or operator of the WECS Testing Facility or Commercial WECS to complete the proper FAA applications and obtain the proper permits, where applicable, for the construction of such improvements.
2. Compliance with Additional Regulations. It shall be the responsibility of the owner(s) or operator of a Commercial WECS to contact the FAA regarding additional permits necessary or any other applicable Federal or State regulations for the installation, prior to granting of a special use permit by the Planning Commission.
3. Documentation that applicable permits have been obtained and requirements of these agencies have been met must be supplied to the County Building Department prior to the issuance of construction permits.

K. Studies.

1. Migratory and Game Birds. An avian study is required to be conducted by a qualified professional to determine any potential impacts one or more Commercial WECS may present to migratory and game birds. As part of the special use permit application, the study and its results must provide assurances that a Commercial WECS does not negatively impact the path of migratory birds or the viability of game birds.
2. Endangered Species. An endangered species study is required and is to be conducted by a qualified professional to determine any potential impacts the Commercial WECS may present to endangered species. The study as part of the special use permit application must provide assurances that the Commercial WECS does not negatively impact endangered species.

L. Administrative Provisions Following Approval.

1. An approved special use permit for a Commercial WECS or Commercial WECS Farm shall expire if construction of a Commercial WECS or Commercial WECS Farm has not commenced within thirty-six (36) months from the date of issuance. Commencement shall mean the erection of a Commercial WECS structure.
2. Amendment to Site Location Following Special Use Permit and Final Site Plan Approval. The Zoning Administrator may approve changes in location of Commercial WECS and WECS Test Facilities as minor site plan modifications so long as such site location is not altered more than one hundred (100) feet, continues to meet all regulations of this Section, and the improvement remains on the same parcel.



PROCUREMENT RECOMMENDATION

DATE: September 23, 2022

TITLE: Dougherty County Preventive Filter Maintenance

DEPARTMENT: DOCO Facilities Management

REFERENCE NUMBER: 23-010

ACCOUNT: 1565

OPENING DATE: September 22, 2022

BUDGET AMOUNT: \$82,000

BUYER: Ricky Gladney

DEPARTMENT CONTACTS: Heidi Minnick

Joshua Williams
Joshua Williams, Interim Procurement Manager

RECOMMENDATION:

Recommend contracting with RHC Heating & Cooling, of Albany, GA for Preventive Filter Maintenance per scope of work in referenced bid for a total expenditure of \$85,324.05.

BACKGROUND INFORMATION:

This bid was advertised in the local paper, on the local access channel, Facebook, and the Georgia Procurement Registry. The bid opening was September 22, 2022. Fifteen (15) contractors were directly solicited. The pre-bid meeting was mandatory. Two (2) contractors attended the Prebid; one (1) submitted a bid.

The contract time for this project is one (1) year with three (3) options to renew for additional one (1) year terms.

Three (3) references were checked on behalf of RHC Heating & Cooling, with all references providing positive feedback on the company's previous work.

RHC Heating & Cooling has met all the requirements for contract award.

Heidi Minnick, Facilities Director concurs with this recommendation.

COUNTY ADMINISTRATOR ACTION:

APPROVED

DISAPPROVED

HOLD

COMMENTS:

9-23-22
DATE

[Signature]
COUNTY ADMINISTRATOR

List of Documents Attached:

Bid Tabulation Sheet

CENTRAL SERVICES

Bristeria Clark Hope
Deputy County Clerk/
bclark@dougherty.ga.us

Date: 09/21/2022

Subject: Dougherty County Appointment to the **NEW* ECONOMIC DEVELOPMENT COMMISSION**

Dear Mrs. Hope,

I'm writing seeking appointment to the "New" Economic Development Commission for Dougherty County.

As a Dougherty County resident, Marine veteran, and retiree (Procter & Gamble), I have a strong desire and vested interest in seeing our community grow and thrive. Having a more robust local economy is critical part to our survival as a community and the Economic Development Commission is critical to that mission.

I can be reached at 229-869-3330 or dreams2destinationsllc@gmail.com

Thank you in advance for your time and consideration.

Sincerely,

Will Davis

Bristeria Clark Hope
Deputy County Clerk/
bclark@dougherty.ga.us

Date: 09/21/2022

Subject: Dougherty County Appointment to the Library Board.

Greetings, Mrs. Hope,

I'm writing seeking appointment to the Library Board for Dougherty County.

I'm a Marine veteran, Procter & Gamble retiree and a Dougherty County resident who has a strong to serve our community. As a board member, I will help support and serve the community by helping to identify the community needs, how the library can play a part and also continue the good work relating to recreational and proper use of the library's resources (DVD's, cd's and other media). I have great written and oral communications skills and over 25 yrs. experience in leadership and training.

Please see my attached resume. Please do not hesitate to contact me if you have any questions.

I can be reached at 229-869-3330 or dreams2destinationsllc@gmail.com

Thank you in advance for your time and consideration.

Semper Fi!

Will Davis

Will Davis

Albany, GA 31721

(229) 869-3330 dreams2destinationsllc@gmail.com

PROFESSIONAL SUMMARY

Known for consistency and accuracy in completion of work activities. Enthusiastic Team Leader/Builder eager to contribute to team success through hard work, attention to detail and excellent organizational skills. Motivated to learn, grow. Excellent reputation for resolving problems and driving overall operational improvements.

SKILLS

- Organization
- Process improvement
- Operational improvement
- Team management
- Relationship development
- Problem resolution
- Customer service
- Troubleshooting skills

WORK HISTORY

UNITED STATES MARINE | 08/1981 to 07/1986

United States Marine Corps, HQ - Washington, D.C.

- Marine Corps Bootcamp – Parris Island, SC
- Aviation Jet Mechanic – Cherry Point, N.C.
- Aviation Jet Mechanic – Iwakuni, Japan
- Marine Security – American Embassy, Monrovia, Liberia
- Marine Security Guard – American Embassy, London, England

AUTOMOTIVE CAR SALES – 1987-1988: CROWN BUICK 525 W. OGLETHROPE BLVD. (OUT OF BUSINESS)

AUTOMOTIVE CAR – 1988-1989: DIXON AUTO SALES 928 W. OGLETHROPE BLVD. (OUT OF BUSINESS)

CONVERTING MACHINE OPERATOR | 07/1989 to 01/2019

Procter & Gamble Albany [retired] - Albany, GA.

- Evaluated final products to verify compliance with work orders and detect defects.
- Managed quality assurance program, including on-site evaluations, internal audits and customer surveys.
- Developed team communications and information for operational team meetings.

- As team H.R. representative I resolved conflicts and negotiated mutually beneficial agreements between team members.

Item 9a.

MODULE SAFETY (OSHA) RESOURCE | 01/2003 to 06/2006

Procter & Gamble Albany [retired] - Albany, GA

As Safety Resource I was responsible for facilitating compliance with P&G specific and OSHA guidelines.

- Trained and lead employees on various safety-related topics
- Prepare educational seminars and training on a monthly basis
- Work with HR to set up a new employee on-boarding process for safety
- Conduct risk assessment
- Enforce preventative measures
- Oversee workplace repair, installations and any other work that could harm employees' safety

EDUCATION

Terrell County High School [class of 1981] - Dawson, Ga. | High School Diploma

ACCOMPLISHMENTS

- * Georgia Haitian-American Chamber of Commerce
Outstanding contribution to the BEL Initiative and future leaders of Haiti: 2018-2019 BEL initiative Fellows

AFFILIATIONS

- * Albany Police Department Community Advisory Board
- * American Legion Post 512 Joseph Odom
- *Leadership Albany Alumni-2004: Lifetime Member
- *Marine Corps League-Major Lawrence Des Jardines Detachment #1260: Lifetime Member

Lawrence C. Knighton
2704 Quail Run Drive
Albany, Georgia 31721
229.291.0562



Stressfree1960@yahoo.com



Dougherty County
Attn: Jawahn Ware
222 Pine Ave.
Albany, GA 31701

Good day to you –

My name is Lawrence C. Knighton and I am interested in serving on the Dougherty County EDC Board. I have been a resident of Albany, Georgia (Dougherty County) for 34 years and I have been actively involved in the community. As a former Marketing and Sales Director for Chick-fil-A and a Pastor for 16 years, I believe my experiences will work together to help Phoebe Putney Memorial Hospital become an even better jewel for the community.

Attached is my resume which will share a little of who I am and my past and present work experience.

I look forward to hearing from you soon.

Lawrence C. Knighton

229.291.0562

L

LAWRENCE C. KNIGHTON

2704 Quail Run Drive, Albany, Georgia ■ Cell: 229.291.0562 ■ Email: lawrenceknighton@yahoo.com

PERSONAL PROFILE

- A resourceful and detail-oriented professional with a keen eye for details
- A focused, trustworthy and dependable individual with outstanding investigative and problem solving skills

EXPERIENCE

2006 - Present

St. James Baptist Church - Baconton, GA

Senior Pastor

- Formulates vision and strategy based on God's leading for St. James Baptist Church
- Oversees the spiritual needs and development of a 300 plus member congregation
- Responsible for preaching, teaching, counseling, training and equipping leadership members of the church and other pastoral duties.
- Develops Bible Study curriculum
- Develops Sunday School curriculum
- Implement ministries for Seniors, Young Adults and Youth
- Partner with school systems in the surrounding counties to help youth to become successful
- Ambassador to the Mitchell county community on behalf of the church

2008 - 2014

Chick-fil-A - Albany, GA.

Sales & Marketing Manager

- Responsible for outside sales and marketing for the Chick-fil-A restaurants in in Albany, GA
- Visit businesses and schools to distribute Chick-fil-A materials
- Organize community events for Chick-fil-A
- Assist in public relations activities for Chick-fil-A
- Conduct customer service training for various businesses
- Conduct job fairs for local schools and colleges

LAWRENCE C. KNIGHTON, con't.

2002–2006

Greater 2nd Mt. Olive Baptist Church - Albany, GA

Administrative Pastor/Media Minister

- Assist Pastor in preaching, teaching, counseling, and other administrative duties
- Responsible for curriculum for Church-In-Training classes that includes leading a team of writers, researching topics, and a written curriculum
- Currently training new Youth Minister and continuing to work in an advisory capacity to Youth Minister.
- Coordinates training for Media Ministry members
- Negotiates and coordinates broadcasts of worship for television and radio

1997-2002

Greater 2nd Mt. Olive Baptist Church - Albany, GA*Youth Minister*

- Preached weekly in Youth Church
- Taught weekly bible study to the youth of 2nd Mt. Olive
- Counseled with youth and parents on various issues
- Supervised Youth Advisors (Children, Pre-Teen and Teen)
- Planned and implemented Youth Activities
- Visited local schools to track progress of 2nd Mt. Olive students
- Implemented Youth Worship for ages 0-12 from bi-weekly to weekly
- Coordinated and supervised youth teachers for Bible Study, Church-in-Training, Children's Church, the After School Program, and Summer Camp
- Partnered with the Mt. Olive Community Outreach to help advance an After School Program
- Implemented a number of various ministries
- Grant Writer
- Created and taught Youth Entrepreneurship classes to Title I middle and high school students at local schools
- Facilitated World Vision Youth Outreach Worker Pilot Program at local schools
- Trained Youth Outreach Workers for campus ministry
- Other duties as assigned.

1996-1997

Greater 2nd Mt. Olive Baptist Church - Albany, GA*Benevolent Assistance Coordinator*

- Screened and counseled clients for benevolent assistance
- Maintained accurate count of clients assisted on a monthly basis
- Prepared monthly financial benevolent reports

LAWRENCE C. KNIGHTON, con't.**EDUCATION**

-
- | | | |
|----------------|--|--------------|
| ▪ 2014-Present | Bethany Bible College and Seminary
<i>Masters of Arts in Religion -2017</i> | Dothan, AL |
| ▪ 2005 | Bethany Bible College and Seminary
<i>Associate of Arts in Religion</i> | Dothan, AL |
| ▪ 1983-85 | Boces Education Institute | Syracuse, NY |
| ▪ 1978 | Graduate, Nottingham High School | Syracuse, NY |

PERSONAL DATA

- Place of Birth – Syracuse, NY
- Date of Birth – May 18, 1960
- Date Entered the Ministry – September 1995

REFERENCES

Available Upon Request.

September 21, 2022

Quianna C. Lavant, Ed.D
2302 Roxanna Rd.
Albany, GA 31705
(229)-291-5239

Board of Commissioners of Dougherty County, Georgia

To whom it may concern,

It brings me great pleasure to express my interest in serving on various Boards under the Board of Commissioners. As a native of Albany, GA and having recently relocated back to Dougherty County, I look forward to serving the community in various capacities. Through research, I have found that the Board of Commissioners of Dougherty County have been proactive in the advancement and servant leadership of the community and that is something I would be delighted to be a part of in anyway. I am confident I have the qualifications and skills necessary for the board appointments, and I'm eager to put my knowledge and experience to work for our community.

I am interested in serving on the following Boards/Committees:

- HISTORIC PRESERVATION COMMITTEE
- ECONOMIC DEVELOPMENT COMMISSION
- AIR CONDITIONING, HEATING, & VENTILATION BOARD

I feel that I am well-suited and would be a great asset and support to your organization due to my passion for servant leadership. I exemplify this through active involvement in my community, professional development and educational advancement that is rooted from my early years of entering the workforce in non-profit and higher education. If I am appointed, I will use my expertise personally and professionally to further the initiatives of each board/committee.

I am confident that you will find me a good fit for your needs as a Board Member and that these appointments will provide me with the opportunities to expand my professional and interpersonal abilities. If you have any additional questions, please contact me by phone or email at a convenient time for you. It is my hope that I will be accepted on one or all committees and be afforded the opportunity to take part in the amazing work the organization has done for our community thus far.

Thank you,

Quianna C. Lavant, Ed.D

QUIANNA C. LAVANT, Ed.D.

Email: qlavant32@gmail.com

Phone: (229) 291 - 5239

PROFESSIONAL SUMMARY

An innovative and personable professional offering *at least 5 years of experience* as a Program Director/Manager and Educational Leadership expert; Key attributes include my proven ability to lead a team, assess career aptitudes, recruit talent, process improvement techniques, cross-functional collaboration, and program implementation; I value multicultural awareness and placing an emphasis on diversity, equity, and inclusion.

SKILLS

- | | | |
|-----------------------|-----------------------------------|---------------------------|
| • Recruitment | • Student Admissions | • Lesson Planning |
| • Event Planning | • Administrative Duties | • Workload Prioritization |
| • Scheduling | • Documentation / Data Collection | • Fundraising |
| • Community Outreach | • Inventory Control | • Computer Technology |
| • Marketing | • Retention Initiatives | • Educational Legislation |
| • Project Management | • Social Media | • Career Readiness |
| • Program Development | • Onboarding | • Budget Management |

WORK HISTORY

Senior Recruiting Talent Acquisition Coordinator, July 2021 – Present

Deloitte

- Recruits, screens, and facilitates hiring qualified job applicants for open positions
- Plans and coordinates campus recruiting events, such as information sessions, career fairs, presentations, and conferences
- Manages inventory by ordering and shipping marketing materials, creating nametags, processing payments, and working with universities or vendors
- Schedules interviews and prepares interview materials for both onsite and virtual interviews
- Requests offer letter drafts, tracks offer responses, and ensures data is up to date in systems
- Initiates and oversees the on-boarding experience for new hires, which includes initiating background checks, completing Welcome Packets, processing reimbursements, and assisting with other on-boarding logistics
- Completes operational requests such as reviewing, editing, and posting job ads and other administrative tasks

Coordinator of Enrollment Management, Oct. 2020 – Aug. 2021

Florida Agricultural and Mechanical University (FAMU) – Tallahassee, FL

- Managed short- and long-term strategic approaches to admissions/enrollment marketing for academic and non-academic programs, financial aid, directing the process of attracting, enrolling, and retaining students and families
- Collaborated and coordinated various university recruitment activities such as high school visits, open houses, registration events, and parent nights
- Facilitated marketing trainings for various academic departments
- Created and maintained relationships with other public and private schools and community resources/groups

Site Coordinator (Educational Opportunity Center), Jan. 2020 – Oct. 2020

Mercer University – Macon, GA

- Recruited and enrolled traditional and non-traditional undergraduate students which include first-year students, transfer, international, and prospective athletic students, increased enrollment
- Organized recruitment events (i.e., campus tours & information sessions) and serves as a campus representative at college fairs, high schools, and other promotional opportunities
- Conducted interviews, reviewed application materials, and assisted in the admissions decision-making process
- Designed and implemented an active program alumni network to plan events, provide career readiness, and obtain funding
- Designed curriculum, lesson plans, and instructional materials for workshops and programs



Adjunct Professor, May 2018 – Jan. 2020**Clark Atlanta University** – Atlanta, GA

- Selected and compiled tests, assignments and/or online discussion exercises that permit measurement of performance
- Coordinated courseware and curriculum with academic department chair, colleagues, and administrators
- Administered evaluations of student performance based on course deliverables and course rubrics
- Maintained office hours to provide readily accessible assistance with reaching personal and academic goals
- Designed and implemented retention initiatives specific to each discipline

Assistant Director of Residence Life, May 2017 – Jan. 2020**Clark Atlanta University** – Atlanta, GA

- Managed a comprehensive residential program that employed 15 full-time staff and over 50 student staff, serving 3,000+ students
- Worked collaboratively with internal and external partners (ex. The Atlanta Braves) of the department to direct the development, implementation, and assessment of residential academic and leadership initiatives
- Monitored multiple databases to maintain inventory and ensure departmental success, controlled costs, and modernized operations
- Maintained institutional solvency with current, accurate and fully compliant financial records; managed the budget
- Used clerical duties to prepare correspondences, reports, requisitions, etc. for programs

EDUCATION

Doctor of Education (Ed.D.): *Higher Education Leadership***Dec. 2021****Dissertation:** "A Different World: Aiding First-Generation College Students in Their Persistence"**Clark Atlanta University** – Atlanta, GA**Master of Arts Degree: *Professional Communication & Leadership*****May 2017****Georgia Southern University** – Savannah, GA**Bachelor of Arts Degree: *English, Language & Literature*****May 2015****Savannah State University** – Savannah, GA

ORAL PRESENTATIONS

Executive Director: *TEDx Chandlers Creek***Sep. 14, 2019****Speaker: *Chatham County Public Schools – Summer 500 Program*****June 6, 2017****Speaker: *TEDx Savannah – "Educators Can Make a Difference"*****May 19, 2017***References Available Upon Request*

September 19, 2022



To Jawahn Ware, Dougherty County Clerk

I would like to express my sincere interest in the upcoming Library Board appointment for the Dougherty County Commission. I am a retired special education teacher from the Dougherty County School System and have resided in Dougherty County for 35 years. The Dougherty County Libraries are a wonderful public resource for our community. I would consider it an honor to serve on this board.

Thank you for your consideration.

A handwritten signature in cursive script, reading "Charlotte Ledford", is written in black ink. The signature is fluid and elegant, with a small yellow dot at the end of the last stroke.

Charlotte Ledford

2201 Watergate Ct.

Albany, Ga 31707

229-894-5309

KENNETH D LOUDENBARGER JR

4806 Millbrooke Rd. Albany, GA 31721 · 229.854.3312

kloudenbarger@pellicanoconstruction.com

Construction professional looking to further and enrich his career with continual learning via traditional education avenues and extracurricular activities.



EXPERIENCE

SEPTEMBER 2010 – PRESENT

PROJECT MANAGER, PELLICANO CONSTRUCTION

Project Coordination from project concept through completion. Responsibilities include estimating, budgeting, billing, contracts, scope review, code review, cost analysis, project oversight, and project closeout. Project oversight consists of permitting, reviewing submittals, coordinating RFIs, owner/architect/contractor coordination, and overall quality control.

JANUARY 2009 – SEPTEMBER 2010

FIELD ENGINEER, SKANSKA

Coordination and planning of day-to-day field activities including job task scheduling, Infection Control Risk Assessments, Infection Control Monitoring, Quality Control, and Layout.

EDUCATION

DECEMBER 2008

CONSTRUCTION MANAGEMENT, DEVELOPMENT CONCENTRATION, SOUTHERN POLYTECHNIC STATE UNIVERSITY

The President’s Distinguished Scholar Award, 4.0 GPA

Resident Assistant

Orientation Leader

MONTH YEAR

MAY 2005, WESTOVER COMPREHENSIVE HIGH SCHOOL

SKILLS

- Project Coordination
- Quality Control
- Budget Management
- Scheduling
- Owner/Contractor Relations

ACTIVITIES

- Certified Healthcare Constructor

- OSHA 30
- GSWCC Level 1A Certified Personnel
- ACGGA Young Leaders Program

- Born and raised in the Albany area, I attended Dougherty County Schools throughout my primary education years. I left for college in August of 2005, where I attended and obtained my degree from Southern Polytechnic State University in December of 2008. After my wife graduated from college, we moved back to the area and lived in Leesburg, GA from October of 2005 until October of 2010, where we moved to our current residence in Dougherty County, GA. My wife and I have been married for 13 years and we have two sons ages 9 and 6.

SSOS 01A
07/2010



Richard E. Dunn, Director

EPD Director's Office
2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

May 16, 2022

Mr. Campbell Smith
Dougherty County Solid Waste Director
900 Gaissert Road
Albany, GA 30705

RE: Hazardous Waste Trust Fund Application for Reimbursement
HSI# 10477 Dougherty County – Fleming/Gaissert Road MSW Landfill

Dear Mr. Smith:

This letter is in response to your request for reimbursement from the Hazardous Waste Trust Fund for costs spent investigating and cleaning up your landfill. Our review shows that you have \$111,280.91 in eligible costs.

In order for you to receive this funding, please return the following items to EPD thirty (30) days from the date of the letter:

- One signed (electronic signatures are sufficient) and certified copy of a resolution, authorizing the Chairman to execute the contract. You may use the attached model resolution or draft one of your own; and
- One signed (electronic signatures are sufficient) and attested original of the contract, "Agreement Governing Expenditures for State & Local Government Costs."

Once EPD receives both items back in proper form, we will execute the contract, and return a copy to you.

If you have any questions regarding the enclosed documents, please contact Ms. Kelly Kitchens at (770) 362-7356.

Sincerely,

Richard E. Dunn
Director

Enclosures: 1 Original Contract
1 Model Resolution

**AGREEMENT GOVERNING EXPENDITURES
FOR STATE & LOCAL GOVERNMENT COSTS**

Item 10a.

This Agreement made and entered into this _____ day of _____, 20__ by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, “EPD”), and Dougherty County, Georgia, by and through its Board, pursuant to Resolution passed _____, 20__ (hereinafter, “APPLICANT”).

I. RECITALS

WHEREAS, the Hazardous Waste Trust Fund (“HWTF”) has been continued in existence by law for the fulfillment of certain environmental purposes and declared public policy for the State of Georgia (O.C.G.A. Section 12-8-90 et seq.); and

WHEREAS, the Director of EPD is authorized and directed by law to serve as Trustee of the HWTF; and

WHEREAS, the Director of EPD, in his capacity as Trustee of the HWTF, is authorized by law to expend moneys deposited in the HWTF, in accordance with rules promulgated by the Board of Natural Resources, for financing of the state and local share of the costs associated with the investigation, remediation, and postclosure care and maintenance of sites placed on the National Priority List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or sites placed on the Hazardous Site Inventory pursuant to O.C.G.A. Section 12-8-97; and

WHEREAS, APPLICANT is a “local government” as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, “EPD Rules”), Rule number 391-3-19-.09; and

WHEREAS, APPLICANT has, in accordance with EPD Rule 391-3-19-.09(2)(f), submitted an application for financial assistance in the form of reimbursement of “eligible costs” [as described in EPD Rule 391-3-19-.09(4)(a)] heretofore expended in connection with that certain site more particularly described in the HWTF Application: Request for Reimbursement dated December 6, 2021, incorporated herein and made a part hereof (hereinafter, “the SITE”); and

WHEREAS, APPLICANT is in compliance with the Georgia Local Government Services Delivery statutes; and

WHEREAS, APPLICANT has met all financial assistance eligibility requirements as set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, EPD has completed its review of APPLICANT’S application for financial assistance as above-referenced; and,

WHEREAS, EPD is ready and willing to extend financial assistance to APPLICANT in the form of reimbursement to cover certain eligible costs, and APPLICANT is willing to accept same, upon the terms and conditions set forth in Part II below; and

WHEREAS, the parties hereto are authorized by law to enter into this agreement at this time;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

II. TERMS AND CONDITIONS

A. SCOPE OF FINANCIAL ASSISTANCE

EPD hereby agrees APPLICANT is eligible to receive reimbursement from the Hazardous Waste Trust Fund, pursuant to O.C.G.A. 12-8-95 and EPD Rule 391-3-19-.09. The maximum amount APPLICANT may receive from the HWTF for “eligible costs” expended for the SITE, pursuant to this or any other Agreement, or combination of agreements, is \$2,000,000. APPLICANT’S eligibility for future funding from the Hazardous Waste Trust Fund for the SITE shall be reduced by the amount of funds actually disbursed to APPLICANT pursuant to this Agreement.

(1) “Reimbursed Costs”

(a) EPD hereby agrees to reimburse APPLICANT for those “eligible costs” heretofore expended by APPLICANT, as set forth and described in Exhibit “B” attached hereto (and incorporated herein and made a part hereof); for a total sum of **\$111,280.91** (said total sum hereinafter being referred to as the “REIMBURSED COSTS”).

(b) Payment of the REIMBURSED COSTS to APPLICANT shall be made as funds are made available.

Item 10a.

(2) The REIMBURSED COSTS actually paid to APPLICANT shall hereinafter be referred to as "the FINANCIAL ASSISTANCE".

B. PAYMENT

The following person(s) are hereby designated as being authorized to receive payments of FINANCIAL ASSISTANCE on behalf of APPLICANT:

NAME: Campbell Smith TITLE: Solid Waste Director
ADDRESS: 900 Gaissert Road
Albany, GA 31705

TELEPHONE#: (229) 430-3044

The above person(s) may be substituted or changed by APPLICANT upon written notice to EPD pursuant to paragraph below.

C. TERM

Unless earlier terminated by EPD pursuant to Paragraph J below, the initial term of this Agreement shall be for two (2) years from the date of execution.

D. ACCOUNTING RECORDS/RIGHT TO INSPECT

(1) Accounting System/Records Retention Requirements

APPLICANT shall maintain an accounting system, which meets the requirements of the Government Accounting Standards Board (hereinafter "GASB"). The accounting system shall maintain books, records, documents, and other evidence, which pertain to and sufficiently support (in accordance with GASB) the FINANCIAL ASSISTANCE provided to APPLICANT pursuant to this Agreement (hereinafter collectively, the Records). Accounting procedures, policies, and the Records shall be completely open to State audit at any time during and for a period of five (5) years from the date of payment of any respective item of FINANCIAL ASSISTANCE, and APPLICANT shall preserve and make available such accounting procedures, policies and the Records during such time period. APPLICANT may, with the prior written consent of EPD, and in fulfillment of its obligation to retain the Records as required by this paragraph, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective item of FINANCIAL ASSISTANCE to which such Records relate, unless a shorter period is authorized by EPD with the concurrence of the State Auditor or his duly authorized representative. Permission to substitute the Records as provided herein shall be within the sole discretion of EPD.

(2) Audit Requirements

The State standards for audits of contractors, and programs conducted under this Agreement are applicable to this section and are incorporated by reference as though fully set out herein.

E. RIGHT TO INSPECT WORK

EPD, the State Auditor of Georgia, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of APPLICANT and/or all subcontractors, or such other places where the work for which the FINANCIAL ASSISTANCE is provided herein has been performed, for the purpose of inspecting, monitoring, or otherwise evaluating such work. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

F. DUTY TO COMMUNICATE

APPLICANT warrants that it has fully disclosed to EPD any and all information or knowledge currently within its possession or control relating to the sources of, and potentially responsible parties for the release of "regulated substances" [as those terms are defined in EPD Rule 319-3-19-.02(2)] at the SITE. APPLICANT agrees that in the event any such additional information or knowledge comes to its attention, or otherwise becomes available to it in the future, it will promptly provide same to EPD in writing.

G. RELATIONSHIP OF THE PARTIES

Neither APPLICANT nor any of its agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of the State of Georgia or EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between APPLICANT and EPD or the State of Georgia.

H. TRADING WITH STATE EMPLOYEES

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. 45-10-20 et seq. in any respect.

I. INDEMNIFICATION

APPLICANT hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund and any other self-insurance fund established and/or maintained by the Georgia Department of Administrative Services on behalf of the State), EPD and its Director, their officers and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or due to any breach of this Agreement by APPLICANT; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or caused by any other person.

This indemnification applies whether: (i) the activities involve third parties or employees or agents of APPLICANT or Indemnitees; (ii) the Indemnitees are responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of APPLICANT, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of APPLICANT.

This indemnification does not apply to the extent of the willful or wanton misconduct of the Indemnitees, their officers or employees. This indemnification does not apply to the extent of the sole negligence of the Indemnitees, their officers or employees, concerning activities within the scope of O.C.G.A. 13-8-2 (b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance fund established and maintained by the Georgia Department of Administrative Services on behalf of the State (collectively, the "Funds"), APPLICANT agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, APPLICANT and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Fund and insurers participating there under, to the full extent of this indemnification.

APPLICANT shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitee.

J. TERMINATION

This Agreement may terminate or may be terminated by EPD for any or all of the following reasons: for any default by APPLICANT; for the convenience of EPD; in the event of the insolvency of or declaration of bankruptcy by APPLICANT; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

(a) Termination for Default

The failure of APPLICANT to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by APPLICANT. In the event of default, EPD shall notify APPLICANT in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of APPLICANT which constitutes default. APPLICANT shall have fifteen (15) days from the date of receipt of such notification to cure such default; provided, however, if, in the sole discretion of EPD, APPLICANT'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that APPLICANT cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to APPLICANT), EPD may, at its sole option, terminate the Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to APPLICANT by certified or registered mail and shall be effective at the close of business on the date specified in the notice.

Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD), and immediately return to EPD all FINANCIAL ASSISTANCE previously paid to APPLICANT. Provided, however, if it is determined, after notice of termination for default, that APPLICANT'S failure was due to causes beyond the control of and without error or negligence of APPLICANT, the termination shall be deemed a termination for convenience under Paragraph (b) below. The remedies provided EPD herein shall be in addition to and not in lieu of any other remedies that EPD may have by reason of APPLICANT'S breach of this Agreement.

(b) Termination for Convenience

EPD may terminate this Agreement in whole or in part whenever, for any reason, EPD determines that such termination is in the best interest of the State of Georgia. In the event that EPD elects to terminate the Agreement pursuant to this provision, it shall so notify APPLICANT by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

(c) Termination for Bankruptcy or Insolvency

In the event that APPLICANT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, EPD may at its option, terminate this Agreement. In the event EPD elects to terminate the Agreement under this provision it shall do so by sending notice of termination to APPLICANT by registered or certified mail, return receipt requested. The effective date of termination shall be deemed to be the date such notice is mailed to APPLICANT, unless otherwise specified. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD).

(d) Termination for Unavailability of Funds

Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by EPD from the Hazardous Waste Trust Fund. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the matters addressed herein, in the sole discretion EPD and of the State, then this Agreement as to all such matters or, as the case may be, as to any of the matters addressed under this Contract, shall terminate without further obligation of EPD and the State as of that moment. The certification of EPD and the State of the events stated above shall be conclusive. Should funding cease or otherwise become unavailable, this Agreement will immediately become null and void. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD)

K. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Georgia.

L. FORCE MAJEURE

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or public enemy.

M. NOTICES

All notices under this Agreement shall be deemed duly given: Upon delivery, if delivered by hand (against receipt); or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

APPLICANT: Campbell Smith, Solid Waste Director
900 Gaissert Road
Albany, GA 30705

EPD: Ms. Kelly Kitchens
Response and Remediation Program
2 Martin Luther King Jr., SE
Floyd Tower East, Suite 1052
Atlanta, Georgia 30334

N. WAIVER

The waiver by EPD of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such p on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall s establish a course of performance between the parties contradictory to the terms hereof.

O. AUTHORITY

APPLICANT warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of APPLICANT has been properly authorized and empowered to enter into this Agreement. APPLICANT further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

P. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken here from.

Q. HEADINGS

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

R. AMENDMENTS IN WRITING

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

S. ASSIGNMENT

APPLICANT shall not assign its right to receive FINANCIAL ASSISTANCE, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

T. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

U. IMMIGRATION REFORM AND CONTROL ACT

Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R & Regs. r. 300-10-1-.01 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION ("EPD")

By:

Richard E. Dum, Director

Dougherty County GEORGIA ("APPLICANT")

By

Christopher S. Cohilas, Chairman

ATTEST:

Title:

RESOLUTION

Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs

WHEREAS, Dougherty County Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to Dougherty County for execution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the proposed Agreement is hereby approved and the Chairman is hereby authorized to execute, on behalf of Dougherty County the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to take any and all other action, without further approval or action of this Board, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

This ____ Day of _____, 20__.

ATTEST:

Chair

(Seal)

FEDERAL ID# _____

CERTIFICATION

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Dougherty County Board of Commissioners on the date so stated in said Resolution.

I further certify that I am the _____ and that said Resolution has been
(Title)
duly entered in the official records of the Dougherty County Board of Commissioners and remains in full force and effect this the

_____ day of _____, 20__.

Signature